



## **Albina Community Bank**

**Services and Prices Effective 11-1-2016**

### **ONLINE BANKING ACCESS AGREEMENT AND ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE**

#### **Agreement**

This Agreement is a contract which establishes the rules which cover your electronic access to your accounts at Albina Community Bank (“Bank”) through our Online Banking System (“System”). By using the System, you accept all terms and conditions of this Agreement. Please read it carefully.

#### **Introduction**

At Albina Community Bank we offer a variety of quality banking services, including online internet and telephone banking services. This Online Banking Access Agreement and Electronic Funds Transfer Act Disclosure, along with the Schedule of Fees and Charges, explain the terms and conditions that govern your use of the online internet and telephone banking services that we offer.

Please read this Agreement carefully as it is intended to be used in conjunction with the Deposit Account Agreement, fee schedule, product disclosures, and other related service disclosures that we have provided you in the course of your banking relationship with us. Retain this Agreement and all other related documentation for future reference.

If any provision of this Agreement is not enforceable, all remaining provisions remain in full force and effect. The sections in this Agreement are titled for reference purposes only and the titles will not limit the interpretation of the provision. You may not assign this Agreement without our prior written consent. The Agreement is binding to your heirs and to Albina Community Bank’s successors. This Agreement, together with the applicable product agreements, Online Internet Banking Enrollment and the current Schedule of Fees and Charges, constitutes the entire agreement between you and us with respect to Online Internet Banking, and there are no agreements relative to this service that are not expressed herein.

In this Agreement, the words:

- “We”, “us”, “our” and “Bank” are used to refer to Albina Community Bank.
- “You” or “your” refers to Account Holder authorized by the Bank to use the System under this agreement and anyone else authorized by that account holder to exercise control over the accountholder’s funds through the System.
- “Account(s)” means your accounts at Albina Community Bank.
- “Agreement” refers to this Online Banking Agreement and Electronic Funds Transfer Act Disclosure.
- “Authorized representative” refers to a person who has been granted authority to perform any and all online internet banking transactions on behalf of the owner of an account with Albina Community Bank.
- “Business day(s)” means Monday through Friday, excluding Federal holidays.
- “Consumer” refers to a natural person who owns a deposit or loan account with Albina Community Bank, which account is used primarily for personal, family or household purposes.
- “Customer” refers to any person, whether consumer or business, who has a banking relationship with Albina Community Bank.
- “Electronic funds transfers” refers to both internet and telephone fund transfers you make between your Albina Community Bank accounts, individual or recurring bill payments you authorize,

including the applicable definition of the term as embodied in Federal Regulation E, Electronic Funds Transfer Act.

- “Payment Account” is the checking account that you are required to designate as the account from which bill payments and service fees and charges will be debited.
- “Service” refers to the services provided pursuant to this Agreement, including Bill Payment Service.

If you have any questions or need additional information about the Online Internet Banking Services or about any of the provisions in this Agreement, please contact your account officer or your branch, or call 503-287-7537 or 1-800-814-6088.

### **Internet Banking Services**

You can use the System to check the balance of your account(s), view account history, transfer funds between your enrolled accounts, order checks, make stop payment requests, change your address, view check and statement images, reconcile your account, and export history. You may also pay bills from your bank accounts in the amounts and on the dates you request if you have enrolled in our Bill Payment Service. Balance and activity information is displayed in real time format.

### **Telephone Banking Service**

Telephone Banking Services are limited to certain telephone account inquiries and telephone fund transfers to and from your eligible Albina Community Bank accounts.

### **How to sign up for the Online Internet Banking and Telephone Banking Services**

ONLINE INTERNET BANKING: You need to be an existing customer of Albina Community Bank with at least one deposit account, have access to our internet banking service and have an email address in order to be eligible for our Online Internet Banking Services. You must inform us of your interest in the Service by completing the Online Internet Banking Enrollment which is available on our website. Once you have accepted the terms and conditions of this Agreement and completed the enrollment process, you will have access to the service. Alternatively, you may also visit any of our branches and our branch staff will be happy to assist you with your enrollment.

TELEPHONE BANKING: You need to be an existing customer of Albina Community Bank in order to be eligible for our Telephone Banking Services. As a customer, you are automatically enrolled in this Service. Telephone fund transfers can only be conducted on eligible accounts, as discussed below. At the time you first access our Telephone Banking service, you will be asked to provide a PIN which can be changed at any time by you.

### **Terms and Conditions on Eligible Accounts**

ONLINE INTERNET BANKING: Once enrolled, you will have access to all the eligible Albina Community Bank accounts, which are accounts with the same ownership and signature requirements. These accounts will continue to be governed by the terms and conditions contained in the specific deposit account agreement and product disclosures initially provided to you, in addition to being subject to the provisions contained in this Agreement. Additionally, each service is subject to the following:

- Applicable federal and state laws
- Our rules, policies and procedures governing the specific internet banking service you are using, including the instructions appearing on the screen(s) that you are entering your transactions on
- Rules and regulations of any service provider that we use in connection with the internet services we provide

TELEPHONE BANKING: Telephone banking transactions, which are funds transfers and account inquiry, can only be conducted on eligible accounts, which are accounts with the exact same ownership and signature requirements.

## **Access to the Service**

ONLINE INTERNET BANKING: You may access the Online Internet Banking Service through our website at [www.albinabank.com](http://www.albinabank.com). To utilize the Internet Bill Payment Service discussed below, you must have at least one checking account with us which are to be designated as the "Payment Account", as defined above. You also need to have the appropriate software to access our Internet Banking service, and an email address. You will be responsible for acquiring, maintaining and operating the computer equipment located at your premises. The hardware must include a modem and related software necessary to communicate with Albina Community Bank. You will arrange and be responsible for telephone service necessary to utilize the Service. You will also be responsible for all computer hardware, software and communications at your premises.

TELEPHONE BANKING: You may access our Telephone Banking Services by dialing 1-800-992-5086. A voice response mechanism will pick up the call and prompt you on how to proceed. You must be ready to provide your account number and Access ID information when prompted to do so.

HOURS OF ACCESS: Subject to other applicable terms in the Agreement, you generally can access your account information via Online Internet Banking and Telephone Banking Services seven days a week, 24 hours a day, although some or all services may not be available occasionally due to an emergency or scheduled system maintenance. We will post notice of any extended period of system unavailability on the Albina Community Bank website as soon as reasonably practicable.

## **Your Password**

For security purposes, you are required to change your initial password upon your first log-on to the Service. For the Online Internet Banking Service, the on-screen instructions will show you how to change your password. You decide on what password you will use and the identity of this password is not revealed to us. You agree that we are authorized to act on instructions received under your password.

PASSWORD SECURITY: You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. We require that you create a password that is between 6 and 12 characters in length, utilizes both upper and lower case alpha characters, and numeric characters. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. If you believe that your password may have been stolen or unauthorized access has occurred on your account(s), contact Albina Community Bank immediately at the address and/or telephone number provided in this disclosure.

Three unsuccessful attempts to log-on using your password will cause your access to the system to be revoked. Should this happen, you must contact Albina Community Bank, to re-establish your access and to have your password re-set.

## **Security**

You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine the statements we provide you for each of your accounts with the Bank. You agree to protect the confidentiality of your account information and you understand that personal identification information, when used with information related to your account, may allow unauthorized access to your account.

INTERNET BANKING SERVICE: Your password and Login/ Access ID are intended to provide security against unauthorized entry and access to your account(s). Data transferred via the System is encrypted in an effort to provide transmission security to ensure that the information being passed is authentic and has not been altered en route. The Bank utilizes identification technology to verify that the sender and the receiver of the transmissions can be appropriately identified by each other. Nonetheless, even in recognition of all the Bank's efforts to ensure that the service is secure, you acknowledge that the internet

has inherent security issues and that all data transfers, email included, occur openly on the Internet and can potentially be monitored and read by others. Albina Community Bank does not warrant that all data transfers and email messages transmitted to and from us will not be monitored by others.

### **Fees and Charges**

While there is no monthly fee for accessing the Service, some fees may be charged in connection with a particular internet banking service feature that you may utilize. You agree to pay the appropriate fees and charges as disclosed to you in the Schedule of Fees and Charges provided with this disclosure, as amended from time to time. We will notify you of any changes in fees as required by law. You further agree that such fees and charges will be deducted from your Albina Community Bank checking account designated for this purpose (the "Payment Account"). You are also responsible for telephone charges and internet service fees you incur by using this Service.

Unless otherwise indicated, the fees and charges related to your use of certain features of the Service are distinct and separate from the fees and charges that are due in connection with your other accounts with the Bank. Those separate fees and charges previously disclosed to you, which are associated with your other accounts with the Bank, will continue to apply.

### **Balance Information**

Balance information obtained through the Services will generally reflect credit and debit information as of the time of inquiry. The balance figure includes funds that are subject to Albina Community Bank's Funds Availability Policy and may include funds that are not available for immediate withdrawal or transfer. However, fund transfers within and among your enrolled Albina Community Bank accounts that are completed before 5:00 PM (PST) on a business day are processed that day and will be accordingly reflected on the balance information of the affected accounts.

### **Albina Community Bank Not Obligated to Honor Transfer**

Bank may, in our sole discretion, refuse to accept or otherwise execute any request for Services, whether for cause or without cause, and shall have no liability for such refusal. Should any request not be performed by us in accordance with instructions received from you, we shall notify you on or before the Bank's next business day or otherwise by more expeditious means (including telephone notice).

### **Messages**

Messages sent to Albina Community Bank through email function are not encrypted; please do not send confidential information, such as an account number or tax identification number, using this method of communication. Messages sent to us via email are not reviewed by us immediately after the message is sent. Rather, we will review messages periodically throughout the business day. If immediate attention is required, you must contact us by telephone or in person or through some other procedure not using the Services. Your email messages may be acted upon by us if received in a manner and in a time providing us reasonable opportunity to act. Nevertheless, unless otherwise provided herein, email messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

### **Designation of Payment Account**

If you use bill payment services, you must designate your "Payment Account." This is the checking account from which bill payments and Service fees and charges will be debited. If you close your current "Payment Account," you must contact us immediately to designate another checking account as your new "Payment Account".

A checking account that has dual signature requirements is generally not suitable for designation as a "Payment Account." However, should you desire to still use such account as your "Payment Account"

you agree and accept that the dual signature requirements will not be observed for Online Internet Banking Service transactions?

### **Online Account Inquiry**

You are able to view current information on the Albina Community Bank deposit accounts that you have designated for access via the Service. You will be able to access your account balance and verify deposits and withdrawals made from you accounts, including information on checks that have cleared your account.

### **Check and Statement Imaging**

You can view and print images of checks that have cleared your checking account(s). The check images will be available up to 180 days from the date the check cleared the account.

### **Fund Transfer**

INTERNET FUND TRANSFERS: Checking and savings account Express transfers initiated through the System are real time and are available immediately if funds are available. Fund transfers completed before 5:00 PM (PST) on a business day are posted to your account on the same day. Funds transfers completed after 5:00 PM (PST) on a business day, or completed at any time on Saturday, Sunday, or banking holiday, will be posted on the next business day. The system identifies transfers based upon the login ID of the user who made the electronic transfer. You agree to communicate with any other person with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

TELEPHONE FUND TRANSFERS: Funds transfers completed before 5:00 PM (PST) on a business day are posted to your account on the same day. Telephone funds transfers completed after 5:00 PM (PST) on a business day, or completed at any time on a Saturday, Sunday or banking holiday, will be posted on the next business day. If there are dual signature requirements on any of the accounts involved in the telephone funds transfer transaction, you understand and accept that these dual signature requirements will not be observed.

OVERDRAFTS: If your account does not have sufficient funds to cover all electronic fund transfers (including bill payments) you have requested within a given business day, then you understand and accept that electronic fund transfers involving cash disbursements (such as ATM withdrawals) will have priority. Succeeding electronic fund transfers initiated via the Service which would result in an overdraft of your account may be canceled, at our discretion. If we do not cancel an electronic fund transfer you initiated, which transfer would result in an overdraft of your account, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

DOLLAR LIMITATIONS: For internet banking and telephone banking fund transfers within and among your eligible Albina Community Bank accounts, you can transfer amounts up to the available balance in your accounts, plus your available overdraft limit or line of credit, if applicable. However, if the remaining balance in these accounts falls below the minimum daily balance or average daily balance requirements, you understand that the applicable minimum balance service charges will be imposed and your account will be debited accordingly.

TRANSFER LIMITATIONS: The number of transfers you are allowed to make from your Albina Community Bank savings and money market accounts are limited by the terms and conditions contained in the Deposit Account Agreement, account product, and other related disclosures that govern those accounts. For example, you can make no more than a total of six (6) preauthorized or automatic (including telephonic) fund transfers per month from each of your savings and money market accounts, regardless of whether or not the funds were transferred electronically. Should you exceed the permitted number of transfers on an account, we may close that account, impose a fee and/or change the account to a demand deposit account. If a hold was placed on deposits made to the account from which you wish to transfer funds, the transfer corresponding to that portion of the funds on hold will not be performed until the hold

expires. For more information on the account withdrawal limitation, please contact us at the number provided in this Agreement or visit your local branch.

**ACCOUNT OWNERSHIP LIMITATIONS:** You understand and accept that internet and telephone fund transfers can only be allowed for accounts with the same ownership and authorized signature requirements. Fund transfers will not be allowed between accounts with unlike ownership.

### **Bill Payment Service**

**DESCRIPTION:** The Albina Community Bank Internet Banking Bill Payment Service (“Bill Payment Service”) allows you to transfer funds from your “Payment Account” to pay your bills electronically. At your option, you can schedule the payment of your current, future and/or recurring bills from the “Payment Account; you understand and agree that any dual signature requirements you have placed on your designated “Payment Account” will not be imposed, as described above in the “Designation of Payment Account” section.

Any payee you wish to pay through the Services must be payable in US Dollars. You may not use Bill Payment Service to make bill payments to any person subject to Office of Foreign Asset Control restrictions, or to other payees or categories of payees that we establish from time to time.

When initiating bill payments, you must provide the following information: the complete name of the payee, the payee’s remittance address and phone number, and the account number that will identify your account with the payee, all exactly as shown on the payee’s billing statement or invoice. You must also indicate the amount of the payment to be sent and the “Payment Date”, which is the date when the payment amount is debited from you account and the payment, is sent. If you choose a Payment Date that is not a business day, your account will be debited and the payment sent on the next business day by 5:00 P.M. (PST).

By using the Service, you authorize us to follow the payment instructions you have provided under your password, charge your Payment Account by electronic transfer, “no signature required draft”, or by debiting and remitting funds on your behalf. However, we will not be obligated to make a payment unless you’re Payment Account or the linked overdraft protection (if any) has sufficient funds or credit available to pay the bill on the Payment Date. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly. You are then responsible for either making alternate arrangements for the bill payment, or rescheduling the bill payment through the Bill Payment Services. In no event will we automatically re-submit a bill payment for you after funds have become available.

**MONITORING PAYMENTS:** Albina Community Bank has no duty to monitor the bill payments you authorize through the Bill Payment Service. If you are a business and any of your authorized representatives use your Payment Account to pay bills which are not yours, you assume the entire risk of loss and you agree to defend, indemnify, and hold harmless our directors, officers, employees and agents from all liability, claims, demands and judgments arising out of or connected with such use.

**SCHEDULING BILL PAYMENTS:** There may be a gap between the date the payment is scheduled, and the date the payee receives that payment. To avoid incurring a finance charge, you must schedule your payments will in advance of the due date of your payment, a minimum of 5 to 8 business days in advance. Some payees are not set up to accept electronic payments. In these cases, a check will be sent. If a payment you designate is paid by paper check, you understand and agree that the paper checks are mailed to the payee and the payment may not be received by the payee until 5 to 8 business days after the Payment Date. If a payee is to be paid electronically, you understand and agree that the payee may not receive the payment until 3 days after the Payment Date. If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee.

**PROVISIONALITY OF AUTOMATED CLEARING HOUSE (ACH) PAYMENTS:** A Receiving Depository Financial Institution (“RDFI”) is the institution that receives ACH entries from the ACH Operator and posts them to the accounts of its depositors (“Receivers”). If your bill payment is sent via

ACH to the payee (“Receiver”), you agree to be bound by the provisions of the National Automated Clearing House Association Rules, making payment of a credit entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such credit entry. You understand that if final settlement is not received, the RDFI will be entitled to refund from the Receiver of the amount credited and you will not be deemed to have paid the amount you had owed to the payee of the bill payment.

You also agree that any payment by us to you for any returned ACH credit entry or ACH credit reversal is provisional until receipt by us of final settlement of such entry. If final settlement is not received, we are entitled to a refund from you of the amount credited and we may charge your account for the credit amount. We may refuse to permit the use of any amount credited for a credit reversal if we believe that there may not be sufficient funds in your account to cover chargeback or return of such reversal.

### **How to Cancel an Internet Bill Payment**

To cancel a bill payment that you have scheduled through the Bill Payment Service, you must do so prior to the payment is changed to the “Processed” status. Once the payment is in “Processed” status, the payment has already been sent and cannot be cancelled online.

You may also cancel a payment request by contacting Albina Community Bank, Customer Service at 503-287-7537 by 5:00 P.M. (PST) on the processing date. You have no right to cancel a bill payment after 5:00 P.M. (PST) on the Processing Date. We will have no liability to you if we do not cancel a bill payment when your instruction to cancel the payment is received after 5:00 P.M. (PST) on the Processing Date. To be effective, your request must precisely identify the name of the payee, the payee account number, the amount and scheduled date of the payment, and the payee ID number (which you can obtain from the Bill Payment View Posting screen).

### **Stop Payment Request**

#### BILL PAYMENT REQUEST

Stopping the payment of a check is different from cancellation of a bill payment. Once the bill payment has been processed, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to stop a System bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by phone to determine if the paper draft has cleared). To be effective, this type of stop payment must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment and the ID number from the Bill Payment Posting screen. Stop payment fees will be assessed for each stop payment request you submit, as disclosed on the attached Schedule of Fees and Charges.

#### PAPER CHECK

You may stop a check you have written which has not cleared your account. To stop a check, click on the stop payment button and enter the check number, dollar amount, payee, and the reason for the stop payment. Stop payments are not guaranteed, however, we will make every attempt to honor your request. Stop payment fees will be assessed for each stop payment request you submit, as disclosed on the attached Schedule of Fees and Charges.

#### STOPPING A PREAUTHORIZED TRANSFER

To stop a preauthorized transfer (including a recurring bill payment), you must call us at (503) 287-7537 or write to us at 2002 N.E. MLK Jr. Blvd., Portland, OR 97212, Attention: Customer Service. Your request must be received at least 3 business days prior to payment, to ensure that we have an opportunity to process the request. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you the appropriate stop payment fee as disclosed to you in the attached Schedule of Fees and Charges. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **Disclosure of Account Information and Transfers**

You understand that information about your accounts or the transfers you make may automatically be disclosed to others, a) where it is necessary for completing transfers, or b) in order to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant, or c) in order to comply with government agencies or court orders, or d) if you give us your written permission, or e) as otherwise permitted in our agreement with you, by law, or as required by government regulations.

## **Documentation**

**PREAUTHORIZED CREDITS:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (503) 287-7537 to find out whether or not the deposit has been made.

**PERIODIC STATEMENTS:** You will be provided a monthly account statement, unless there are no electronic funds transfers in a particular month. In any case, you will be provided a statement at least quarterly.

## **Change in Terms**

We may change any term of the Agreement at any time. We agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We will post any required notice of the change in terms on the Bank's System website or forward it to you by email or by postal mail. If advance notice to the change is not required by law, we will notify you of the change in terms within 30 days after the change becomes effective. Once the notice is sent out, your continued use of the Service indicates your acceptance of the change in terms. You acknowledge and agree that changes to fees that are specific to your accounts with us are governed by the applicable deposit agreements and disclosure of those accounts.

## **In Case of Errors or Questions About Your Electronic Transfers, including your Bill Payments (Consumer Transactions)**

Telephone us or write us as soon as you can at the telephone number and address given below, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we provided the FIRST statement on which the problem or error appeared. When you contact us:

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Consumer Liability for Unauthorized Transfers, including Bill Payment**

Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft in of credit, if any). If you tell us within 2 business days, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was provided to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long rip or a hospital stay) kept you from contacting us in a timely manner, we will extend the time periods.

### **Contact in Event of Unauthorized Transfer**

If you believe your Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number and address listed below.

### **Our Contact Address and Business Hours**

Call or write to us at:

Albina Community Bank

Customer Service

2002 N.E. MLK Jr. Blvd

Portland, OR 97212

Telephone Number: (503) 287-7537

Business Days: Monday through Friday (excluding Federal Holidays)

Business Hours: Monday to Thursday, 9:00 A.M. – 5:00 P.M. (PST). Friday, 9:00 A.M. – 6:00 P.M. (PST).

### **Our Liability for Failure to Make a Consumer Transfer**

If we do not complete a transfer or bill payment on time or in the correct amount, according to our agreement with you, we will be liable to you for losses and damages. However, there are some exceptions to our liability. We will not be liable:

1. For any fees, penalties or other adverse action taken by the payee resulting from a payment that you have not scheduled properly or for which you did not provide the necessary information for us to complete the transfer
2. If any third party through whom the bill payment is made fails to properly transmit the payment to the designated payee.
3. If, through no fault of ours, there are insufficient available funds and/or credit availability in your Payment Account or overdraft line (if any) to make or complete the transfer.
4. If a legal order directs us to prohibit withdrawals from your Payment Account.
5. If the Payment Account is closed or frozen.
6. If you or your authorized representative commits any fraud or violates any law or regulation.
7. If the Automated Teller Machine (ATM) where you are making the transfer does not have enough cash.
8. If any electronic terminal, telecommunication device, or any part of the Service is not functioning properly and you knew about the problem when you started the transfer.

9. If you have not provided us the complete and correct payment information for the Bill Payment Service including, without limitation, the name, address, your payee-assigned account number, payment date and payment amount for the payee on a bill payment.
10. If you did not properly follow the onscreen instructions for using the Service.
11. If you have not properly followed the phone instructions for using our 24-hour telephone banking system.
12. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines or equipment of the utility provider) prevent us from completing the transfer, despite the precautions that we have reasonably taken.

There may be other exceptions stated in our agreement(s) with you.

### **Offer of Services through Affiliates or Third Parties**

We have the right to offer the Services through an affiliate or unrelated third party. In order to provide the Services to you through this type of arrangement, you authorize us to disclose information on your accounts and services to the affiliate or third party who provides the Service.

### **Non-EFTA Transfers (Business Transactions)**

This “Non-EFTA Transfers” section applies to electronic funds transfers that are not governed by the Electronic Funds Transfer Act (“EFTA”). For example, electronic fund transfers to or from an account are not governed by the EFTA if the account is not established primarily for personal, family or household purposes. In addition, electronic fund transfers through Fedwire or a similar wire transfer system, or where the primary purpose is for the purchase or sale of securities, are not covered by the EFTA. To the extent the terms of this “Non-EFTA Transfers” section are inconsistent with the rest of the provisions of the Agreement, the terms and conditions of this “Non-EFTA Transfer” section will control as they apply to electronic fund transfer that are not governed by the EFTA.

### **PROTECTION OF SERVICES / OBLIGATION TO REVIEW SECURITY PROCEDURES**

You agree to use the Service solely for the purpose intended and in accordance with the Bank’s procedures and agreements (as amended from time to time) applicable to use of the Service and the related accounts.

You assume all risks associated with disclosure of any code or password to your employees. You agree to limit disclosures of codes or passwords to those employees you will authorize to use the Service or who have a specific need to know. You will establish procedures to protect the confidentiality of all information relating to the Services, including all codes and passwords, and will promptly notify us if you know or suspect that codes, passwords or other security information is stolen, compromised, or misused. You will require authorized persons to create new passwords at reasonably frequent periods, based on your assessment of the security requirements appropriate to the Services you utilize. You agree to promptly change security codes and level of authority, as applicable, in the event of any change in personnel or when reasonably prudent to do so.

You will review and implement all security procedures available in connection with the Services. After review of the Services, including those aspects of the Services pertaining to assuring the authenticity of a communication between you and the Bank, you will notify us in the event your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If you fail to so notify us, you acknowledge and agree that the security aspects of the Services are appropriate for you needs and will provide you with a commercially reasonable degree of security against unauthorized use.

**YOUR DUTY TO NOTIFY US OF ERROR:** You agree to notify us promptly of any discrepancy between your records and the periodic account statements furnished by us to you, or if a payment or transfer purportedly made on your behalf or charged to your account was not authorized by you, was erroneous or was executed improperly. You shall be deemed to have received notice of such an occurrence when you receive actual notice or an account statement furnished in a fashion customary for that account or such other account as was charged for payment indication (i) the purported payment order or other

communication was accepted and acted upon by us, or (ii) your account was debited with respect to the payment or transfer, whichever occurs first.

If you fail to notify us within 30 days after you receive notice of an unauthorized or erroneous transfer, we will not owe you any interest on the amount in question even if we are otherwise liable to you in connection with the transfer or other communication or is obligated to credit you for the amount of the transfer or any portion thereof, nor will we be liable for any other losses resulting from your failure to give such notice with respect to a transfer shown on such periodic statement. If you fail to notify us of any such discrepancy within one (1) year, you shall be precluded from asserting such discrepancy against us.

**AUTHORIZATION AND PROCESSING TRANSFER REQUESTS:** You are responsible for controlling access to the Services and for any limitations placed by you on the Services an authorized person may utilize. The fact that we are, or may be aware of, or could have discovered, any limitation on access to a Service does not make us obligated to enforce or attempt to enforce any limitation.

You understand that each authorized person may utilize Services (including inquiries, transfers and account verification) without regard to any restrictions otherwise applicable to an account. You agree that any arrangements with us to require one or more authorized signatures for transactions involving your accounts do not apply to transactions using the Services.

If a transfer request or a request for cancellation or amendment of a transfer request, received by us purports to have been transmitted or authorized by you, it will be deemed effective as your transfer request and you will be obligated to us for the amount of such transfer request, even though the transfer request was not authorized by you, provided we acted in compliance with the security procedure referred to in this Agreement (or any other applicable agreement) with respect to the transfer request.

If a transfer request (including a cancellation or amended to said request) received by us was transmitted or authorized by you, you shall be obligated to pay the amount of the transfer request as provided herein, whether or not we complied with the security procedure referred to in this Agreement with respect to that transfer request and whether or not that transfer request was erroneous in any respect or that error would have been detected if we had complied with such procedure.

You agree that the authenticity of transfer requests and stop payment orders issued by you to us will be verified pursuant to the security procedures contained in the Services, and that such security procedures are commercially reasonable. You agree that the security procedures are not intended to, and will not serve as, a procedure to identify errors in a payment order or its instructions.

You acknowledge and agree that if a transfer request describes the beneficiary or beneficiary's bank inconsistently by name and account number, execution of the transfer request will occur on the basis of the account number, even if it identifies a person different from the named beneficiary or bank, and that your obligation to pay the amount of the transfer request to us is not excused in such circumstances.

**THIRD PARTY DATA INPUT:** You acknowledge that the Services may require that data be input into the program by parties other than us. In some cases, we may provide such parties with information instructing them how to input data into the program; however, in no event shall we be liable for the accuracy, completeness, correctness, or format of data input by parties other than us.

### **Disclaimer of Warranty and Limitation on Liability**

We make no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the System Services provided to you under this Agreement. We do not and cannot warrant that System will operate without errors, or that any or all System Services will be operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use or access to System, including loss of

profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through System. You assume the entire risk as to the quality and performance of the service, the suitability of the services, and with respect to any related documentation. This paragraph shall survive the termination of this Agreement by either party, and also limits the liability of any agent, employee or affiliate of Albina Community Bank.

**INDEMNIFICATION:** You shall indemnify, defend and hold us harmless from against any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees) which we may incur or be subject to, arising out of or related directly or indirectly to the performance by us of our obligations hereunder.

### **Termination of this Agreement**

**YOUR RIGHT TO TERMINATE:** You may cancel your use of the Service at any time by providing us with written notice by postal mail or fax. Your access to the Service will be suspended within three business days of our receipt of your service cancellation instructions. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**OUR RIGHT TO TERMINATE:** You agree that we can terminate or limit your access to Services for any of the following reasons: a) without prior notice, if you have insufficient funds in any one of your Bank accounts. Services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. b) Upon 3-business days notice, if you do not contact us to designate a new primary checking account, immediately after you close your primary checking account. c) Upon reasonable notice, for any other reason in our sole discretion.

### **Communication Between the Bank and You**

Unless otherwise provided in this Agreement, you can communicate with us in any one of the following ways:

**Telephone:** By contacting us at (503) 287-7537 or (800) 814-6088.

**Facsimile:** You can contact us by fax at (503) 287-0447.

**Postal Mail:** Write us at the address provided above, or you may send your letter to your branch, to the attention of your account officer.

**E-Mail:** Send us an e-mail message to [customercare@albinabank.com](mailto:customercare@albinabank.com).

**In Person:** You may visit us at any one of our branches convenient to you.

### **Acceptance of the Terms and Conditions of this Agreement**

You accept that, by our having provided you with this Agreement and Disclosure electronically and by obtaining the required Access ID and Password to perform Internet Banking and telephone Banking transactions, your subsequent use of any and all features of the Service shall constitute acceptance of all the terms and conditions of this Agreement. You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System website or by email. You agree to notify us immediately of any change in your email address.

You are entitled to receive a hard copy of this Agreement and any other notice or disclosures we provide. Please contact us at the number provided above and we will mail you a copy.